

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 FIRST AMENDMENT TO AGREEMENT NO. 32027

2 **32027**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 32027 is made and  
4 entered, in duplicate, as of February 6, 2014, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 January 7, 2014, by and between PSOMAS, a California corporation ("Consultant"), with  
7 a place of business at 3 Hutton Centre Drive, Suite 200, Santa Ana, California 92707,  
8 and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with As-Needed Certified Materials Testing and Inspection, and  
11 Construction Management Services; and

12 WHEREAS, the parties entered Agreement No. 32027 whereby Consultant  
13 agreed to provide these Services; and

14 WHEREAS, the parties desire to increase the total Agreement amount by  
15 an additional \$125,000 and amend certain terms;

16 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
17 conditions herein contained, the parties agree as follows:

18 1. Section 1.A. of Agreement No. 32027 is hereby amended to read as  
19 follows:

20 "1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly  
22 described in Exhibit "A", attached to this Agreement and incorporated by this reference,  
23 in accordance with the standards of the profession, and City shall pay for these services  
24 in the manner described below, not to exceed Six Hundred Twenty-Five Thousand  
25 Dollars (\$625,000), at the rates or charges shown in Exhibit "B".

26 2. Section 2 of Agreement No. 32027 is hereby amended to read as  
27 follows:

28 "2. TERM. The term of this Agreement shall commence at midnight on

1 January 31, 2011, and shall terminate at 11:59 p.m. on January 31, 2015, unless sooner  
2 terminated as provided in this Agreement, or unless the services or the Project is  
3 completed sooner.”

4 3. Section 15 of Agreement No. 32027 is hereby amended to read as  
5 follows:

6 “15. LAW. This Agreement shall be construed in accordance with the  
7 laws of the State of California, and the venue for any legal actions brought by any party  
8 with respect to this Agreement shall be the County of Los Angeles, State of California for  
9 state actions and the Central District of California for any federal actions. Consultant  
10 shall cause all work performed in connection with construction of the Project to be  
11 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of  
12 federal, state, county or municipal governments or agencies (including, without limitation,  
13 all applicable federal and state labor standards, including the prevailing wage provisions  
14 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and  
15 regulations of any fire marshal, health officer, building inspector, or other officer of every  
16 governmental agency now having or hereafter acquiring jurisdiction.”

17 4. Section 31 is added to Agreement No. 32027 to read as follows:

18 “31. PREVAILING WAGES.

19 A. Consultant agrees that all public work (as defined in California  
20 Labor Code section 1720) performed pursuant to this Agreement (the “Public  
21 Work”), if any, shall comply with the requirements of California Labor Code  
22 sections 1770 *et seq.* City makes no representation or statement that the Project,  
23 or any portion thereof, is or is not a “public work” as defined in California Labor  
24 Code section 1720.

25 B. In all bid specifications, contracts and subcontracts for any  
26 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
27 wages and the general prevailing rate for holiday and overtime work in this locality  
28 for each craft, classification or type of worker needed to perform the Public Work,

1 and shall include such rates in the bid specifications, contract or subcontract.  
2 Such bid specifications, contract or subcontract must contain the following  
3 provision: "It shall be mandatory for the contractor to pay not less than the said  
4 prevailing rate of wages to all workers employed by the contractor in the execution  
5 of this contract. The contractor expressly agrees to comply with the penalty  
6 provisions of California Labor Code section 1775 and the payroll record keeping  
7 requirements of California Labor Code section 1771."

8 5. Except as expressly modified herein, all of the terms and conditions  
9 contained in Agreement No. 32027 are ratified and confirmed and shall remain in full  
10 force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PSOMAS, a California corporation

\_\_\_\_\_, 2014

By \_\_\_\_\_  
Name Reuben Tolentino  
Title Principal / Vice President

\_\_\_\_\_, 2014

By \_\_\_\_\_  
Name PETER FITZPATRICK  
Title VICE-PRESIDENT

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.1, 2014

By \_\_\_\_\_ Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This First Amendment to Agreement No. 32027 is approved as to form on

3/12, 2014.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_ Deputy